

EXHIBIT A

SHACKLETON & HAZELTINE
2119 Long Beach Blvd.
Ship Bottom, NJ 08008
(609) 494-2136
TEMPORARY OFFICES LOCATED AT
110 LONG BEACH BLVD.
LOVELADIES, NJ 08008
Attorneys for Plaintiffs
Attorney I.D. #196421961
cag

STEVEN ROGERS AND COLLEEN
ROGERS, his wife

Plaintiffs,

v.

SELECTIVE INSURANCE COMPANY
OF AMERICA, JOHN DOES 1 - 10;
MARY ROES 1 - 10; Casualty Insurance
Adjusters employed by or retained by
Selective Insurance Company of America
to adjust PLAINTIFFS' STORM
DAMAGE CLAIMS, XYZ Corporations
RST Companies (unknown
Companies retained by Selective
Insurance company employer of Mary
Roes 1-10 and John Does 1-10

Defendant.

RECEIVED
SUSSEX COUNTY SHERIFF

2015 MAY 28 AM 7:54

PERSONALLY SERVED 6/3/15

AT 1:05 A.M./P.M.

FILED MAY 19, 2015

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

OCEAN COUNTY

DOCKET NO.: OCN-L-1389-15

CIVIL ACTION

SUMMONS

The State of New Jersey,

the Above Named Defendant:

**SELECTIVE INSURANCE COMPANY OF
AMERICA**

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above named plaintiff(s), and required to serve upon the attorney(s) for the plaintiff(s), whose name and office address appears above, an answer to the annexed complaint within 35 days after the service of the summons and complaint upon you, exclusive of the day of service. If you fail to answer, judgment by default may be rendered against you for the relief demanded in the complaint. You shall promptly file your answer and proof of service thereof with the Clerk of the Superior Court, Ocean County at 118 Washington Street Toms River, New Jersey 08754, in accordance with the rules of civil practice and procedure.

If you cannot afford to pay an attorney, call a Legal Services Office. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling a county lawyer referral service. These numbers may be listed in the yellow

pages of your phone book. The phone numbers for the county in which this action is pending are: Lawyer Referral Service, 732-240-3666, Legal Services Office, 732-341-2727.

Dated: May 26, 2015

/s/ Michelle M. Smith, Esq.
Clerk of the Superior Court

Name of Defendant to be served:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Lawyer Referral Services:

Ass'n of Trial
Lawyers: 800-367-0089
Atlantic County: 609-345-3444
Bergen County: 201-488-0044
Burlington County: 609-261-4862
Camden County: 609-964-4520
Cape May County: 609-463-0313
Cumberland County: 609-692-6207
Essex County: 973-622-6207
Gloucester County: 609-848-4589
Hudson County: 201-798-2727
Hunterdon County: 908-735-2611
Mercer County: 609-585-6200
Middlesex County: 732-828-0053
Monmouth County: 732-431-5544
Morris County: 973-267-5882
Ocean County: 732-240-3666
Passaic County: 973-278-9223
Salem County: 609-678-8363
Somerset County: 908-685-2323
Sussex County: 973-267-5882
Union County: 908-353-4715
Warren County: 201-267-5882

Legal Services:

Legal Services of
New Jersey: 732-572-9100
Atlantic County: 609-348-4200
Bergen County: 201-487-2166
Burlington County: 609-261-1088
Camden County: 609-964-8251
Cape May County: 609-465-3001
Cumberland County: 609-825-6090
Essex County: 973-622-1513
Gloucester County: 609-848-5360
Hudson County: 201-792-6363
Hunterdon County: 908-782-7979
Mercer County: 609-695-6249
Middlesex County: 908-249-7600
Monmouth County: 732-776-7733
Morris County: 973-285-6911
Ocean County: 732-341-2727
Passaic County: 973-345-7171
Salem County: 609-964-8251
Somerset County: 908-231-0840
Sussex County: 973-383-7400
Union County: 908-527-4769
Warren County: 908-475-2010

DIRECTORY OF CIVIL DIVISION COUNTY OFFICES

Atlantic County

Civil Case Management Office
Atlantic County Civil Courthouse
1201 Bacharach Blvd.
Atlantic City, NJ 08401
609-345-6700

Gloucester County

Civil Division Case Management Office
Attn: Intake
First Floor, Court House
1 N. Broad St.
Woodbury, NJ 08069
856-853-3392

Ocean County

Superior Court Civil Intake
118 Washington Street, Room 121
P. O. Box 2191
Toms River, NJ 08754-2191
732-929-2016

Bergen County

Civil Division Case Management Office
Bergen County Justice Center
10 Main St., Room 415
Hackensack, NJ 07601
201-527-2601

Hudson County

Civil Division Case Management Office
Brennan Courthouse
583 Newark Ave.
Jersey City, NJ 07306
201-217-5162, 5163

Passaic County

Civil Division Case Management Office
Passaic County Courthouse
77 Hamilton St.
Paterson, NJ 07505
973-247-8176

Burlington County

Civil Division Case Management Office
Burlington County Courts
Facility, 1st Floor
49 Rancocas Road
Mt. Holly, NJ 08060
609-518-2815

Hunterdon County

Civil Division Case Management Office
Hunterdon County Justice Center
65 Park Ave.
Flemington, NJ 08822
908-237-5820

Salem County

Civil Division Case Management Office
Salem County Courthouse
92 Market Street
Salem, NJ 08079
856-878-5050 x15830

Camden County

Civil Division Case Management Office
Hall of Justice
101 S. 5th St.,
Suite 110(with fee)
Suite 150 (no fee)
Camden, NJ 08103-4001
856-379-2202

Mercer County

Civil Division Case Management Office
Mercer County Civil Courts Building
175 S. Broad St., P.O. Box 8068
Trenton, NJ 08650-0068
609-571-4460

Somerset County

Civil Division Case Management Office
Somerset County Courthouse
40 N. Bridge St., P.O. Box 3000
Somerville, NJ 08876-1262
908-231-7054

Cape May County

Civil Division Case Management Office
Cape May Court House
DN-203 Central Mail Room
9 N. Main Street
Cape May Court House, NJ 08210
609-463-6514

Middlesex County

Civil Division Management Office
Middlesex County Courthouse
2nd Floor Tower
56 Paterson Street
P. O. Box 2633
New Brunswick, NJ 08903-2633
732-519-3200

Sussex County

Sussex County Judicial Center
43-47 High St.
Newton, NJ 07860
973-579-0918

Cumberland County

Civil Division Case Management Office
Cumberland County Courthouse
60 West Broad Street
Bridgeton, NJ 08302
856-453-4330

Monmouth County

Civil Division Case Management Office
Monmouth County Courthouse
P.O. Box 1269
Freehold, NJ 07728-1269
732-677-4240

Union County

Civil Division Case Management Office
Union County Courthouse
2 Broad St., 1st Floor
Elizabeth, NJ 07207
Case Management (Room 107)
Assignment (Room 105)
908-659-4810

Essex County

Civil Customer Service
Hall of Records, Room 201
465 Dr. Martin Luther King Blvd.
Newark, NJ 07102
973-693-5529

Morris County

Civil Division Case Management Office
Morris County Courthouse
P.O. Box 910
Morristown, NJ 07963-0910
973-656-4110

Warren County

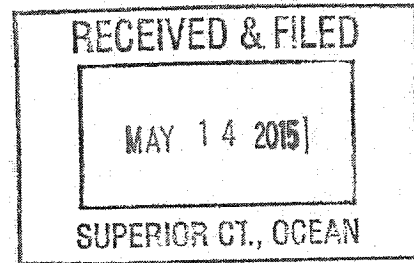
Civil Division Case Management Office
Warren County Courthouse
413 Second St.
Belvidere, NJ 07823
908-475-6140

SHACKLETON & HAZELTINE
2119 Long Beach Blvd.
Ship Bottom, NJ 08008
(609) 494-2136

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LOVELADIES, NJ 08008
Attorneys for Plaintiffs
Attorney I.D. #196421961

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STEVEN ROGERS AND COLLEEN
ROGERS, his wife

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SELECTIVE INSURANCE COMPANY
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Adjusters employed by or retained by
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DAMAGE CLAIMS, XYZ Corporations
RST Companies (unknown
Companies retained by Selective
Insurance company employer of Mary
Roes 1-10 and John Does 1-10

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

OCEAN COUNTY

DOCKET NO.: OCN-L-

PERSONALLY SERVED

AT 1:05 A.M./P.M.

Roseann Naldi

COMPLAINT AND DEMAND
FOR JURY TRIAL

FIRST COUNT

1. On or about the 28th day of October 2012 a massive hurricane struck the New Jersey Shore, the storm was named "Super Storm Sandy".
2. At the time "Super Storm Sandy" struck the New Jersey Coast it did extensive damage to homes located on the entire oceanfront of Ocean County in general and particularly on the oceanfront of Long Beach Island.
3. At the time that "Super Storm Sandy" struck, Plaintiffs, Steven J. Rogers and Colleen Rogers, his wife, owned an oceanfront home located at 7211 Ocean Boulevard, Brant Beach, Long Beach Township, New Jersey.

LAW OFFICES
SHACKLETON & HAZELTINE
2119 LONG BEACH BLVD.
SHIP BOTTOM, NJ 08008

4. At the time of the storm Plaintiffs were the owners of a flood dwelling policy issued by Selective Insurance Company of America of America bearing Policy No. FLD0000063 which had been issued for a policy period October 30, 2011 to October 30, 2012.
5. The policy provided coverage limits for the building of \$250,000.00 with a deductible of \$1,000.00. The policy also provide coverage limits in the amount of \$50,000.00 for loss or damage to personal property with a deductible of \$1,000.00.
6. The storm caused extensive damage to the Plaintiffs' home at 7211 Ocean Boulevard. The total cost of repairs to such damage totaled \$109,565.84, after applying the \$1,000.00 deductible provided for in the policy an appropriate proof of loss was provided to Selective Insurance Company of America under date of April 24, 2014. A copy of the proof of loss is appended hereto as Exhibit "A".
7. On January 16, 2015 the Defendant, Selective Insurance Company of America, having failed to settle the claim Plaintiff, Steven J. Rogers, wrote to Selective Insurance Company of America again attempting to settle the claim for the sum of \$108,565.84 and the Defendant merely referred the Plaintiffs to a prior letter of May 19, 2014 alleging that the coverage was denied because they asserted that the lowest floor of the building was, "in a building enclosure below the lowest elevated floor of an elevated post-FIRM building located in zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A-30, V1-V30 or VE, of in a basement, regardless of the zone. Coverage is limited to the following:". The May 19, 2014 letter had never previously been received by Plaintiffs.

8. Despite having suffered loss to their real estate amounting to some \$109,565.84, Defendant Selective Insurance Company of America sent a check to the Plaintiffs dated March 29, 2013 in the amount of \$25,788.17 made payable to the Plaintiffs and the Bank which did in fact hold a mortgage on their property. Along with the aforesaid check was the first time that the Plaintiffs' received any kind of itemized list of what Selective Insurance Company of America believed was covered under their flood insurance policy.
9. The claim adjuster sent to Plaintiffs' property at 7211 Ocean Boulevard, Brant Beach, Long Beach Township, Ocean County, New Jersey made blatant mistakes in evaluating the Plaintiffs' damage claims such as but not limited to allowing a damage claim of \$4,047.36 to remove and replace a 198 thousand BTU boiler, something which did not exist since the dwelling had always had hot air heat and had never had hot water heat nor steam heat.
10. On May 19, 2014, Defendant wrote to Plaintiff, Steven J. Rogers, declining his proof of loss as noted in the adjusters report previously referred to, however, the letter was never received by Plaintiffs and was returned to Defendant Selective, available for pick up at the Branchville, New Jersey post office on June 23, 2014.
11. The first notice which Plaintiffs had of the May 19, 2014 letter was when it was sent to them and referred to in correspondence dated January 21, 2015, noted in paragraph 7 above.
12. As of the date of this Complaint Defendant, Selective Insurance Company of America has failed and refused to honor their obligations under their insurance policy.

WHEREFORE, Plaintiffs' demand damages against Defendant in the amount of \$108,565.84 which is the amount of money which repairs for the damage caused by "Super Storm Sandy" were incurred by Plaintiffs together with attorney's fees as provided pursuant to New Jersey Court Rules, R. 4:42-9(a)(paragraph 6).

SECOND COUNT

1. Plaintiffs' repeat each and every averment and allegation herein contained above in paragraphs 1 through 12 of the FIRST COUNT and make the same a part hereof as though herein set forth in full.

2. On February 18, 2015 Plaintiffs received notice from:
Claims & Appeals Branch
DHS-FEMA-IM-DI-RI-CA

A copy of which is appended hereto as Exhibit "B". That letter denied Plaintiffs' opportunity to appeal to FEMA stating that Federal Regulations required Plaintiffs to submit their appeal within 60 days from the date of the denial letter that they received from the flood insurer, apparently assuming that the May 19, 2014 denial letter had in fact been received within a reasonable period after May 19, 2014 and not in January of 2015.

3. The actions of Defendant Selective Insurance Company of America of America in not properly serving the May 19, 2014 denial letter on the Plaintiffs intentionally and/or negligently wrongfully deprived the Plaintiffs of their statutorily guaranteed right to appeal to FEMA thereby causing them loss as may be determined by the jury demanded in this Complaint.

WHEREFORE, Plaintiffs' demand damages in such amount as this Court may deem just and proper for the willful wrongdoing of Defendant Selective Insurance Company of America in not properly serving the May 19, 2014 denial letter on Plaintiffs

in a timely fashion. The damages which Plaintiffs demand are both compensatory and punitive pursuant to the New Jersey Punitive Damage Act.

THIRD COUNT

1. Plaintiffs' repeat each and every averment and allegation herein contained above in paragraphs 1 through 12 of the FIRST COUNT and paragraphs 1 through 3 of the SECOND COUNT and make the same a part hereof as though herein set forth in full.
2. Under the law of New Jersey each and every contract entered into in the State of New Jersey between contracting parties contains an implied covenant of good faith and fair dealing.
3. Selective Insurance Company of America for the reasons hereinabove set forth and further for the reasons herein below set forth in this Complaint breached the implied covenant of good faith and fair dealing in the following instances:
 - a. Failure to properly settle the claims of Plaintiffs in a timely, professional and adequate manner.
 - b. Failing to employ insurance adjusters with appropriate qualifications to properly adjust their claim.
 - c. For failing to address the Complaints which Plaintiffs made concerning the inadequacy of the insurance adjusters assigned to adjust the Plaintiffs' claims based upon damage done to their real property by "Super Storm Sandy".
 - d. Failure to properly and timely deny the coverage claim for damage caused by "Super Storm Sandy".

- e. Failure to ensure proper delivery and receipt of all critical documents to the Plaintiffs.

WHEREFORE, Plaintiffs' demand damages in such amount as this Court may deem just and proper together with interest, attorneys fees and costs of this suit.

FOURTH COUNT

1. Plaintiffs' repeat each and every averment and allegation herein contained above in paragraphs 1 through 12 of the FIRST COUNT, paragraphs 1 through 3 of the SECOND COUNT and paragraphs 1 through 3 of the THIRD COUNT making them a part hereof as though herein set forth in full.
2. When Plaintiffs negotiated, through their insurance agent, a policy with Selective Insurance the elevation of their lowest finished floor was above the base flood elevation of eleven (11) in that the finished first floor which consisted of a garage, storage areas, restroom facilities and equipment was at or above ground level which was above base flood elevation of eleven(11). The elevation certificate issued by Stuart D. Christie, a New Jersey Public Land Surveyor, License No. 29345, issued on October 12, 2000, the date when Plaintiffs acquired the property, showed that the top of the bottom floor which included the enclosed garage was at 11.6 feet or more than 6 inches above the Federally established base flood elevation of 11 feet.
3. Defendant, Selective Insurance Company of America of America, through their agents, servants and employees assured the Plaintiffs that they would have Federally underwritten flood insurance issued pursuant to the law governing the Federal Emergency Management Agency ensuring that coverage would be provided in the amount of \$250,000.00 for the building and \$50,000.00 for

the contents with a \$1,000.00 deductible for damage to the building and an additional \$1,000.00 deductible for damage to contents.

4. The settlement offered by Defendant, Selective Insurance Company of America was contrary to the representations which had been made to Plaintiffs in as much as Selective Insurance Company of America has refused to honor damage claims for damage to the structure located below the elevated first floor above the garage and upon reviewing the **"FLOOD DWELLING POLICY DECLARATION – RENEWAL"** Plaintiffs discovered for the first time that Selective in examining the house to write the policy wrote the policy in error stating that the dwelling was two floors and was **"ELEVATED WITHOUT ENCLOSURE"**, whereas, as the evidence will show at least since 2002 the elevation of the enclosed garage and storage area was clearly visible even on casual inspection.
5. As a result of the actions of the Defendant, Selective Insurance Company of America directly and through their agents constitute the act, use or employment of false pretense, false promise and misrepresentation in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2, in that Plaintiffs were assured that their structure would be insured against damage due to hurricanes, wave wash and alike.
6. The Plaintiffs have suffered an ascertainable loss as a result of the wrongful acts of Defendant, Selective Insurance Company of America.

WHEREFORE, Plaintiffs demand damages together with attorneys fees and costs of this suit and further demand that the damages be trebled by this Court.

R. 4:5-1 CERTIFICATION

It is hereby certified that the matter in controversy herein is not subject to any other action pending in any other Court or of a pending arbitration proceeding. No other party should or need be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DESIGNATION OF TRIAL COUNSEL

Pursuant to New Jersey Rules of Court, Richard J. Shackleton, Esquire, is hereby designated as Trial Counsel in this cause.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues.


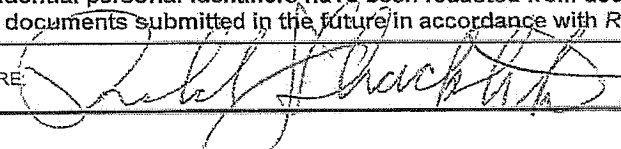
SHACKLETON & HAZELTINE
Attorneys for Plaintiff

BY 

RICHARD J. SHACKLETON

Dated: May 13, 2015

Appendix XII-B1

		CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY	
				PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:	
ATTORNEY / PRO SE NAME Richard J. Shackleton, Esquire		TELEPHONE NUMBER (609) 494-2136		COUNTY OF VENUE Ocean	
FIRM NAME (if applicable) Shackleton & Hazeltine		DOCKET NUMBER (when available)			
OFFICE ADDRESS 110 Long Beach Blvd. Loveladies, NJ 08008		DOCUMENT TYPE Complaint			
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
NAME OF PARTY (e.g., John Doe, Plaintiff) Steven J. Rogers and Colleen Rogers, Plaintiffs		CAPTION Steven J. Rogers and Colleen Rogers, his wife v. Selective Insurance Company of America, et als.			
CASE TYPE NUMBER (See reverse side for listing) 699	HURRICANE SANDY RELATED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN			
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input checked="" type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS Defendant Insurers Plaintiffs			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION					
LAW OFFICES SHACKLETON & HAZELTINE 2110 LONG BEACH BLVD. SHIP BOTTOM, NJ 08008					
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .					
ATTORNEY SIGNATURE 					

OCEAN COUNTY SUPERIOR COURT
OCEAN COUNTY COURTHOUSE
CIVIL LAW DIVISION
TOMS RIVER NJ 08754

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 929-2016
COURT HOURS 8:30 AM - 4:30 PM

DATE: MAY 19, 2015
RE: ROGERS VS SELECTIVE INSURANCE CO OF AMERICA
DOCKET: CCN L -001389 IS

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ROBERT A. FALL

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (732) 929-4771 EXT 4771.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

COLLEEN ROGERS

00000

JUAMH6